

25X1A

9 August 1963
AKP-I-148



Subject: Original Contract (MO 3882AR)



As requested by Art on 7/31/63, we are enclosing ten (10) copies each of a Contractor's Release and an Assignment of Refunds, Rebates and Credits properly executed on subject contract.

Also on this date we have forwarded to your box, via parcel post, a carton containing the residual inventory on this contract. The box weighs sixteen (16) pounds and contains all seven (7) items listed on the Form DD-543 forwarded 4/29/63 by letter, AKP-I-46. Included, too, are three (3) copies of the inventory; two (2) for a packing slip and one (1) to be returned to me as a receipt.

If additional information is required, please advise.

Sincerely,

25X1A

JMM/jb



CONTRACTOR'S RELEASE

Subcontract No. LP-2262 25X1A

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Pursuant to the terms of Subcontract No. LP-2262
and in consideration of the sum of [REDACTED]

which has been or is to be paid by United States Air Force

25X1A (hereinafter called USAF), to [REDACTED]
[REDACTED] hereinafter called the Subcontractor) or to its
assignees, if any, the Subcontractor, upon payment of the said sum by
USAF does remise, release and discharge USAF and the
United States of America, their officers, agents, and employees, of and
from all liabilities, obligations, claims, and demands whatsoever under or
arising from the said subcontract, except:

1. Specific claims in stated amounts or in estimated amounts where
the amounts are not susceptible of exact statement by the Subcontractor,
as follows: NONE, EXCEPT FOR ANY POSSIBLE FEDERAL EXCISE TAX MADE APPLICABLE HERETO.

2. Claims, together with reasonable expenses incidental thereto,
based upon the liabilities of the Subcontractor to third parties arising
out of the performance of the said subcontract, which are not known to
the Subcontractor on the date of the execution of this release and of which
the Subcontractor gives notice in writing to USAF
within the period specified in the said contract.

3. Claims for reimbursement of costs (other than expenses of the
Subcontractor by the reason of its indemnification of USAF
against patent liability), including reasonable expenses incidental
thereto, incurred by the Subcontractor under the provisions of the said
subcontract relating to patents.

The Subcontractor agrees, in connection with patent matters and with
claims which are not released as set forth above, that it will comply
with all of the provisions of the said subcontract, including without
limitation those provisions relating to notification to USAF
and relating to the defense or prosecution of litigation.

IN WITNESS WHEREOF, this release has been executed this
8th day of August, 1963.

25X1A

SUBCONTRACTOR'S ASSIGNMENT OF REFUNDS, REBATES, AND CREDITS

Subcontract No. LP-2262

25X1A Pursuant to the terms of Subcontract No. LP-2262 and in consideration of the reimbursement of costs and payment of fee, as provided in the said subcontract and any assignment, thereunder, [REDACTED] (hereinafter called the Subcontractor) does hereby:

1. Assign, transfer, set over and release to United States Air Force, (hereinafter called USAF), all right, title and interest to all refunds, rebates, credits, or other amounts (including any interest thereon) arising out of the performance of the said subcontract, together with all the rights of action accrued or which may hereafter accrue thereunder.

2. Agree to take whatever action may be necessary to effect prompt collection of all refunds, rebates, credits or other amounts (including any interest thereon) due or which may become due, and to promptly forward to USAF checks (made payable to USAF) for any proceeds so collected. The reasonable costs of any such action to effect collection shall constitute allowable costs when approved by USAF as stated in the said subcontract and may be applied to reduce any amounts otherwise payable to USAF under the terms hereof.

3. Agree to cooperate fully with USAF as to any claim or suit in connection with refunds, rebates, credits, or other amounts due (including any interest thereon); to execute any protest, pleading, application, power of attorney or other papers in connection therewith; and to permit USAF to represent it at any hearing, trial or other proceeding arising out of such claim or suit.

IN WITNESS WHEREOF, this Assignment has been executed this
8th day of August, 1963.



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